



DELAWARE HEALTH
AND SOCIAL SERVICES
DIVISION OF MANAGEMENT
SERVICES
1901 N. DuPont Highway
New Castle, DE 19720

REQUEST FOR PROPOSAL NO. HSS 11 064

FOR

**THE OPERATION OF A SCHOOL-BASED HEALTH CENTER FOR ADOLESCENTS
IN APPOQUINIMINK SCHOOL DISTRICT**

FOR

**THE DIVISION OF PUBLIC HEALTH
DELAWARE HEALTH AND SOCIAL SERVICES
417 FEDERAL STREET
JESSE COOPER BUILDING
DOVER, DE 19901**

Deposit	Waived
Performance Bond	Waived

**Date Due: June 15, 2011
12:00 P.M. LOCAL TIME**

A **mandatory pre-bid meeting** will be held on **May 5, 2011 at 10:00 a.m.** at Delaware Health and Social Services, Herman M. Holloway Sr. Campus, Procurement Branch, Main Administration Building, Sullivan Street, First Floor Conference Room #198, 1901 North DuPont Highway, New Castle, DE 19720.

"All Bidders Who Wish To Bid On This Proposal Must Be Present, On Time, At The Mandatory Pre-Bid Meeting. No Proposals Will Be Accepted From Bidders Who Either Did Not Attend The Mandatory Pre-Bid Meeting Or Who Are More Than Fifteen (15) Minutes Late." Due to space limitations bidders are requested to limit attendance to 2 individuals. Bidders should RSVP by calling (302) 255-9290 or by e-mailing: DHSS_DMS_DMSprocure@state.de.us

REQUEST FOR PROPOSAL #HSS 11 064

Proposals for The Operation of A School-Based Health Center for Adolescents in Appoquinimink School District for the Division of Public Health, Delaware Health and Social Services, 417 Federal Street, Jesse Cooper Building, Dover, DE 19901 will be **received** by:

Delaware Health and Social Services
Herman M. Holloway Sr. Campus
Procurement Branch
Main Administration Building, Sullivan Street
Second Floor, Room #257
1901 North DuPont Highway, New Castle, Delaware 19720

Proposals will be accepted until **12:00 p.m. local time June 15, 2011**. At which time the proposals will be opened and read.

A **mandatory pre-bid meeting** will be held on **May 5, 2011 at 10:00 a.m.** at Delaware Health and Social Services, Herman M. Holloway Sr. Campus, Procurement Branch, Main Administration Building, 1901 North DuPont Highway, Sullivan Street, First Floor Conference Room #198, New Castle, DE 19720. For further information, call 302-255-9290.

"All Bidders Who Wish To Bid On This Proposal Must Be Present, On Time, At The Mandatory Pre-Bid Meeting. No Proposals Will Be Accepted From Bidders Who Either Did Not Attend The Mandatory Pre-Bid Meeting Or Who Are More Than Fifteen (15) Minutes Late."

In the event that state offices are closed on the day of the pre-bid meeting due to a State of Emergency declared by the Governor of Delaware, the pre-bid meeting will be cancelled or postponed. The status of the pre-bid meeting will be posted to the RFP website as soon as possible at www.bids.delaware.gov. If the pre-bid meeting is cancelled, written questions will be accepted, in lieu of the pre-bid meeting, in accordance with the instructions presented in Section VI. D. of this document. If the pre-bid meeting is postponed, the new date and time will be posted to the RFP website.

Obtaining Copies of the RFP

This RFP is available in electronic form [only] through the State of Delaware Procurement Website at <http://bids.delaware.gov>.

Public Notice

Public notice has been provided in accordance with 29 *Del. C.* § 6981

NOTIFICATION TO BIDDERS

Bidder shall list all contracts awarded to it or its predecessor firm(s) by the State of Delaware; during the last three years, by State Department, Division, Contact Person (with address/phone number), period of performance and amount. The Evaluation/Selection Review Committee will consider these Additional references and may contact each of these sources. Information regarding bidder performance gathered from these sources may be included in the Committee's deliberations and factored in the final scoring of the bid. Failure to list any contract as required by this paragraph may be grounds for immediate rejection of the bid."

There will be a ninety (90) day period during which the agency may extend the contract period for renewal if needed.

IMPORTANT: ALL PROPOSALS MUST HAVE OUR RFP NUMBER (**HSS 11 064**) ON THE OUTSIDE ENVELOPE. IF THIS NUMBER IS OMITTED YOUR PROPOSAL WILL IMMEDIATELY BE REJECTED.

FOR FURTHER BIDDING INFORMATION PLEASE CONTACT:

BRUCE KRUG
DELAWARE HEALTH AND SOCIAL SERVICES
PROCUREMENT BRANCH
MAIN ADMIN BLD, SULLIVAN STREET
2ND FLOOR –ROOM #257
1901 NORTH DUPONT HIGHWAY
HERMAN M. HOLLOWAY SR. HEALTH AND
SOCIAL SERVICES CAMPUS
NEW CASTLE, DELAWARE 19720
PHONE: (302) 255-9290

IMPORTANT: DELIVERY INSTRUCTIONS

IT IS THE RESPONSIBILITY OF THE BIDDER TO ENSURE THAT THE PROPOSAL HAS BEEN RECEIVED BY THE DEPARTMENT OF HEALTH AND SOCIAL SERVICES BY THE DEADLINE.

ATTENTION BIDDERS: Your proposal must include a cover letter and the forms in Appendices A, B, C, and D signed and all information on the forms complete.

The issuance of this Request for Proposals (RFP) neither commits the Delaware Department of Health and Social Services, Division of Public Health, to award a contract, to pay any costs incurred in the preparation of a proposal or subsequent negotiations, nor to procure or contract for the proposed services. The Division reserves the right to reject or accept any or all proposals or portion thereof, to cancel in part or in its entirety this Request for Proposals, or to delay implementation of any contract which may result, as may be necessary to meet the Department's funding limitations and processing constraints. The Department and Division reserve the right to terminate any contractual agreement upon fifteen (15) days notice in the event that the State determines that State or Federal funds are no longer available to continue the contract.

Organizations Ineligible to Bid

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended is ineligible to bid. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.

**REQUEST FOR PROPOSAL
FOR
THE OPERATION OF A SCHOOL-BASED HEALTH CENTER FOR ADOLESCENTS IN
APPOQUINIMINK SCHOOL DISTRICT
FOR
THE DIVISION OF PUBLIC HEALTH**

Availability of Funds

Funds are available for the selected vendors to provide services in the area of primary prevention, mental health services, health promotion, disease prevention and health education for the period of September 1, 2011 through June 30, 2012 for the first year. Funding for four subsequent years will be contingent upon the amount appropriated by the Delaware State Legislature and the funds generated by third-party billing provided by the contractor. Contract renewal is possible for up to five additional years contingent on funding availability and task performance.

The amount below is a projection based on flat funding from FY 2011. This is subject to change if the FY 2012 state allocation is different than FY 2011.

District	School	Funding
APPOQUINIMINK	MIDDLETOWN HIGH	\$153,850.00
Funding for one full year, (12 months) of service is \$184,620. The Middletown High School Wellness Center will operate for only ten months in the first year, for this reason the funding is prorated to the amount of \$153,850.00 for the first year.		

Pre-Bid Meeting

A pre-bid meeting will be required. The meeting will be **May 5, 2011 at 10:00am** at the following location.

Delaware Health and Social Services
Herman Holloway, Sr. Social Services Campus
Main Administration Building, Sullivan Street, 1st Floor, Room 198
1901 N. Dupont Highway, New Castle, DE 19720

All bidders who wish to bid on this proposal must be present on time at the **mandatory pre-bid meeting**. No proposals will be accepted from agencies that either did not attend the mandatory Pre-Bid Meeting or who are MORE than 15

minutes late. Bidders may ask clarifying questions regarding this request for proposal at the pre bid meeting. Responses to questions posed at the pre-bid meeting will be distributed to bidders attending the pre-bid meeting.

Further Information

Inquiries regarding this RFP should be addressed to:

Frederick W. MacCormack
Director, School-Based Health Centers and Adolescent Health
Division of Public Health
417 Federal Street, Jesse Cooper Building
Dover, DE 19901
302-744-4822 telephone
302-739-6653 fax

Restrictions on Communications with State Staff

From the issue date of this RFP until a contractor is selected and the selection is announced, bidders are NOT allowed to contact any Division of Public Health staff, except those specified in this RFP, regarding this procurement. Contact between contractors and Frederick W. MacCormack is restricted to emailed or faxed questions concerning this proposal. Questions must be submitted in writing and will be addressed in writing.

Questions are due by April 27, 2010 and will be addressed at the pre-bid meeting. The complete list of questions and their answers will be released via e-mail or fax to the vendors that submitted any questions or attended the pre-bid meeting. The complete list of questions and their answers will also be posted on the internet at <http://www.bids.delaware.gov>.

Following the pre-bid meeting bidder communication is limited to Bruce Krug, Procurement Administrator, Delaware Health and Social Services. The central phone number for the Procurement office is (302) 255-9290.

Contact with State Employees

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact(s) regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business. In the case of such exception, communication may not include an active RFP.

**REQUEST FOR PROPOSAL
FOR
THE OPERATION OF ONE SCHOOL-BASED HEALTH CENTER FOR ADOLESCENTS IN
APPOQUINIIMINK SCHOOL DISTRICT
FOR
THE DIVISION OF PUBLIC HEALTH**

I. INTRODUCTION

A. Background

The mission of the Division of Public Health is to protect and enhance the health of the people of Delaware. The Division accomplishes its mission by:

- working together with others;
- addressing issues that affect the health of Delawareans;
- keeping track of the State's health;
- promoting positive lifestyles;
- promoting the availability of health services.

The accomplishment of this mission will facilitate the Division in realizing its vision of creating an environment in which people in Delaware can reach their full potential for a healthy life.

The overall mission of the school-based health center initiative is to provide prevention-oriented multidisciplinary health care to adolescents in their public school setting. These services are coordinated with the medical, health education and pupil personnel services currently being provided by school districts and with the student's medical home.

Specific tasks of Delaware's School-Based Health Center (SBHC) initiatives are:

- Establish comprehensive school-based health services to meet the identified needs of the adolescent population in collaboration with existing programs provided by the school nurses and school counselors.
- Build school-wide and community capacity and ownership for the SBHC.
- Establish on-going linkages with schools, school districts, community agencies and individual providers to work with the SBHC in meeting the longitudinal needs of the students.

- Deliver age-appropriate, medically acceptable, affordable health and related services to adolescents in a public school setting.
- Evaluate on a regular basis the services delivered through process and output measures.

The State of Delaware, Department of Health and Social Services (DHSS), Division of Public Health (DPH), is seeking proposals from potential vendors to work with one school district to operate one school-based health center. **Potential vendors must bid based on Middletown High School** as listed in the Availability of Funds section. This procurement is open to all interested organizations. DHSS and DPH encourage participation of community based health service providers.

B. Program Overview

DPH works with other government agencies and the private sector in a coordinated effort to promote health and prevent disease among adolescents. DPH fosters a broad-based partnership in order to promote healthy lifestyles, prevent diseases, disabilities and premature deaths and provide access to health care for vulnerable populations. The Department of Education and the staff of each school are key partners in the SBHC effort. These responsibilities are carried out through: identification of health problems of adolescents, assessment and monitoring of health needs and setting standards and providing cooperative efforts with other health care providers to assure a full continuum of affordable, accessible, acceptable and culturally appropriate services.

Adolescents are a medically underserved, at-risk population. They are the only age-specific population in the United States whose morbidity and mortality have worsened over the last thirty years. The decline in health indicators is the result of poor lifestyle choices and health-risk behaviors. Adolescents need a readily identifiable, accessible source of care that is sensitive to their developmental and psychosocial needs. The school is the optimal setting for the delivery of preventive health services.

C. Project Overview

The primary purpose for this funding is to promote preventive health care. This can be accomplished through health promotion, the delivery of medical and mental health services, health education and information and referral beyond the services provided by the SBHC staff. The services are intended to enhance positive health outcomes for adolescents. This

school has either participated in a needs assessment and/or planning process or has risk data available on their school based on the Youth Risk Behavior Survey which identify the health-related problems of the student population.

D. Project Vision, Mission and Guiding Principles

Vision

Delaware's children will have quality, integrated school health services that improve health status, optimize academic achievement and enhance well-being.

Mission

In partnership with schools, families, healthcare providers and community agencies, DHSS, Division of Public Health will facilitate access to comprehensive preventative, primary and mental health care for adolescents in Delaware public high schools.

Guiding Principles

1. The school-based health centers reduce barriers to health care by being located in schools and offering confidential care in a safe environment.
2. School-based health centers inform enrolled students and their parents/guardians of their rights and responsibilities regarding confidentiality, privacy, safety, informed consent, release of information and financial responsibility.
3. School-based health centers are comprehensive, coordinated and provide a continuum of care including promotion, early detection, intervention and treatment.
4. School-based health centers facilitate students' use of health care systems by establishing links to primary health care providers and by developing health promoting behaviors.
5. School-based health centers provide a comprehensive range of services that meet the specific physical and behavioral health needs of adolescents (or provide referrals).

6. School-based health centers enhance the existing school health services program and work cooperatively within the school community to become an integral part of the school setting.
7. School-based health centers promote healthy lifestyle choices and empower youth to take responsibility for their health and health care and encourage parent/guardian involvement to support and sustain successful health outcomes.
8. School-based health centers will be funded by state, federal, in-kind and fee-for-service resources.
9. Students must have parental written consent to use center services.

II. SCOPE OF SERVICES/PROCESS EVALUATION REPORTING REQUIREMENTS

All components listed in this section are mandatory.

The contractor will be responsible for establishing and operating a SBHC that is consistent with the vision, mission and guiding principles described in I. D. The activities of the SBHC shall address the following goals and process measures:

A. Goals -

1. To reduce the critical health problems of adolescents by ensuring the utilization of comprehensive health services provided by the SBHC.
2. To improve the physical health of students by providing age appropriate medical services through the SBHC.
3. To reduce the incidence of high-risk behaviors through health education and risk reduction efforts.
4. To reduce the mental health and psychosocial problems of adolescents by improving access to utilization of mental health services provided by the wellness center.
5. To ensure coordination with student's medical home and/or primary care provider.
6. To improve coordination between the wellness center and the school.

7. To increase number of parental/school involvement in the SBHC and Center's care of students.
8. To increase community awareness of wellness centers.

The contractor will be responsible for defining the types of services to be offered and the frequency (e.g. number of hours) with which services will be provided. The bid proposal should clearly describe both the services and the frequency of services that will be provided to meet the goals above.

B. Process measures -

Please make projections for the following process measures for the September 2011-June 2012 time period.

- a. Projected percentage of student population enrolled
- b. Number of unduplicated users
- c. Number of overall center visits

III. SPECIAL TERMS AND CONDITIONS

A. Length of Contract

The initial contract term is five (5) years. Available funding for the period September 1, 2011 through June 30, 2012, the first year, is stated in the table on page 5. Funding for four subsequent years will be contingent upon the amount appropriated by the Delaware State Legislature and the funds generated by third-party billing provided by the contractor. Additional contract renewal after the initial contract term is possible for up to five (5) one-year renewals contingent on funding availability and task performance.

B. Subcontractors

The use of subcontractors will be permitted for this project. If a subcontractor is going to be used, this needs to be specified in the proposal, with an identification of the proposed subcontractor, the service(s) to be provided, and its qualifications to provide such service(s). Subcontractors will be held to the same requirements as the primary contractor. The contract with the primary contractor will bind sub or co-contractors to the primary contractor by the terms, specifications, and standards of the RFP. All such terms, specifications, and standards shall preserve and protect the rights of the agency under the RFP and any

subsequent proposals and contracts with respect to the services performed by the sub or co-contractor, so that the sub or co-contractor will not prejudice such rights. Nothing in the RFP shall create any contractual relation between any sub or co-contractor and the agency.

The proposed subcontractors must be approved by the Division of Public Health.

C. Funding Disclaimer Clause

Delaware Health and Social Services reserves the right to reject or accept any bid or portion thereof, as may be necessary to meet the Department's funding limitations and processing constraints. The Department reserves the right to terminate any contractual agreement upon fifteen (15) calendar days written notice in the event the state determines that state or federal funds are no longer available to continue said contractual agreement.

D. Reserved Rights

Notwithstanding anything to the contrary, the Department reserves the right to:

- Reject any and all proposals received in response to this RFP;
- Select a proposal other than the one with the lowest cost;
- Waive or seek clarification on any information, irregularities, or inconsistencies in proposals received;
- Negotiate as to any aspect of the proposal with the bidder and negotiate with more than one bidder at a time;
- If negotiations fail to result in an agreement within two (2) weeks, the Department may terminate negotiations and select the next most responsive bidder, prepare and release a new RFP, or take such other action as the Department may deem appropriate.

E. Termination Conditions

The Department may terminate the contract resulting from this RFP at any time that the vendor fails to carry out its provisions or to make substantial progress under the terms specified in this RFP and the resulting proposal.

Prior to taking the appropriate action as described in the contract, the Department will provide the vendor with thirty (30) days notice of conditions endangering performance. If after such notice the vendor fails to remedy the conditions contained in the notice, the Department shall

issue the vendor an order to stop work immediately and deliver all work and work in progress to the State. The Department shall be obligated only for those services rendered and accepted prior to the date of notice of termination.

The Contract may be terminated in whole or part:

- a) by the Department upon five (5) calendar days written notice for cause or documented unsatisfactory performance,
- b) by the Department upon fifteen (15) calendar days written notice of the loss of funding or reduction of funding for the stated Contractor services,
- c) by either party without cause upon thirty (30) calendar days written notice to the other Party, unless a longer period is specified.

F. Contractor Monitoring/Evaluation

The contractor may be monitored/evaluated on-site on a regular basis by representatives from the Division of Public Health. Criteria for the evaluation will come from DPH's evaluation plan. Failure of the contractor to cooperate with the monitoring/evaluation process or to resolve any problem(s) identified in the monitoring/evaluation may be cause for termination of the contract.

G. Payment:

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

H. W-9 Information Submission

Effective January 5, 2009, a new vendor process and use of the new Delaware Substitute Form W-9 will be implemented by the Delaware Division of Accounting. With the development of the new Delaware Substitute Form W-9, state organizations will no longer be responsible for collecting the Form W-9 from vendors. The vendor will have the capability of submitting the required Form W-9 electronically and directly to the Delaware Division of Accounting for approval. The vendors will submit their Form W-9 by accessing this website,

<http://accounting.delaware.gov/>. The vendor will complete the secure

form, read the affirmation, and submit the form by clicking the "Submit" button. Delaware Division of Accounting staff will review the submitted form for accuracy, completeness, and standardization. Once all the requirements are met, the form will be uploaded to the vendor file and approved. The vendor is then able to be paid for services provided.

For those vendors that do not have internet access, a printable version of the Delaware Substitute Form W-9 can be faxed or mailed to the vendor. Upon completion, the vendor will then fax or mail the form directly to the vendor staff at the Delaware Division of Accounting. All vendor requests, additions and changes, will come directly from the vendor. Questions for vendors who do not have internet access, contact vendor staff at (302) 734-6827.

This applies only to the successful bidder and should be done when successful contract negotiations are completed. It is not required to be done as part of the submission of the bidder's proposal.

IV. FORMAT AND CONTENT OF RESPONSE

Proposals shall contain the following information, adhering to the order as shown:

A. Bidder's Signature Form

This form, found in the Appendix A, must be completed and signed by the bidder's authorized representative.

B. Title Page

The Title page shall include: 1) the RFP subject; 2) the name of the applicant; 3) the applicant's full address; 4) the applicant's telephone number; 5) the name and title of the designated contact person; and 6) bid opening date (**due date: June 15, 2011 12:00pm**).

C. Table of Contents

The Table of Contents shall include a clear and complete identification of information presented by section and page number.

D. Confidential Information

The following items, if required in response to this RFP, are to be included in a separate section of your proposal and marked as confidential. These items are: 1) any financial information relating to the company or organization (not the RFP pricing or budget); 2) Organization Charts.

E. Qualifications and Experience

This section shall contain sufficient information to demonstrate experience and staff expertise to carry out the project. A statement must be included that the vendor either has or certifies he/she will secure a Delaware Business License prior to initiation of the project. Attach articles of incorporation and IRS certification of tax exempt status if applicable.

The specific individuals who will work on this project must be identified, along with the nature and extent of their involvement. The qualifications of these individuals shall be presented (in resumes or other formats). If conducting this project will require hiring of one or more individuals who are not currently employed by the bidding organization, applications shall provide detailed job descriptions, including required qualifications and experience.

If subcontractors are to be used, the proposal shall also contain similar information regarding each subcontractor.

F. Bidder References

The names and phone numbers of at least three (3) organizations/agencies for whom the vendor carried out a similar project must be included. If no similar project has been conducted, others requiring comparable skills can be used.

Bidder shall list all contracts awarded to it or its predecessor firm(s) by the State of Delaware; during the last three years, by State Department, Division, Contact Person (with address/phone number), period of performance and amount. The Evaluation/Selection Review Committee will consider these additional references and may contact each of these sources. Information regarding bidder performance gathered from these sources may be included in the Committee's deliberations and factored in the final scoring of the bid. Failure to list any contract as required by this paragraph may be grounds for immediate rejection of the bid.

G. Proposed Methodology and Work Plan

This section shall describe in detail the approach that will be taken to carry out the activities described in the Scope of Services section of this RFP. Specific completion dates for the various tasks must be shown. The workplan shall outline specific objectives, activities and strategies, and resources.

Bidders must submit proposals based on districts. All high schools in the specific district listed on page 5 and 6 under “availability of funds” must be included in a bid. Individual schools cannot be bid on unless they are the sole school within the district that is being considered.

H. Certification and Statement of Compliance

The bidder must include statements that the applicant agency complies with all Federal and Delaware laws and regulations pertaining to equal opportunity and affirmative action. In addition, compliance must be assured in regard to Federal and Delaware laws and regulations relating to confidentiality and individual and family privacy in health care delivery and in the collection and reporting of data. (See Appendices B and C)

I. Standard Contract

Appendix E is a copy of the standard boilerplate contract for the State of Delaware, Delaware of Health and Social Services, Division of Public Health. This boilerplate will be the one used for any contract resulting from this Request for Proposal. If a bidder has an objection to any contract provisions or the RFP and its procurement provisions, objections shall be stated in the Transmittal Letter of the bidder's proposal.

V. BUDGET

Vendor will submit a line item budget, using a format mirroring that in Appendix G, describing how funds will be utilized. Modifications to the budget after the award must be approved by the Division of Public Health.

Applicants shall also describe any factors that may have an impact on the cost and should suggest a payment schedule contingent upon completion of the various tasks.

VI. GENERAL INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

A. Number of Copies Required

Two (2) original **CDs** (Each Labeled as "Original") and six (6) **CD** copies (Each labeled as "Copy"). In addition, any required confidential financial or audit information relating to the company and not specifically to the proposal may be copied separately to three (3) additional CDs (Each labeled "Corporate Confidential Information"). All CD files shall be in PDF and Microsoft Word formats. Additional file formats (i.e. .xls, .mpp) may be required as requested.

It is the responsibility of the bidder to ensure all submitted CDs are machine readable, virus free and are otherwise error-free. CDs (or their component files) not in this condition may be cause for the vendor to be disqualified from bidding.

Bidders will no longer be required to submit hard copies of their proposals, **with the exception that one copy of a Cover Letter along with one copy, with original signature, of each of the following: Bidders Signature Form (Appendix A), Certification Sheet (Appendix B), Statements of Compliance Form (Appendix C), and Office of Minority and Women Business Enterprise Self-Certification Tracking Form (Appendix D) with their CDs. Please also include PDF versions of these forms on your CDs.**

The cover letter should include: bidder recognition of all addenda posted on the RFP website (<http://bids.delaware.gov>.) relative to this RFP, a statement confirming the proposal remains effective through the date shown in **(D)** below, a statement the bidder has or agrees to obtain a Delaware business license if awarded a contract, a statement confirming pricing was arrived at without collusion.

The responses to this RFP shall be submitted to:

Bruce Krug
Procurement Administrator
Division of Management Services
Delaware Health and Social Services
Main Administration Building, Sullivan Street
Second Floor, Room 257
1901 North duPont Highway
New Castle, DE 19720

B. Closing Date

All responses must be received no later than **June 15, 2011 at 12:00 p.m.** Later submission will be cause for disqualification.

C. Opening of Proposals

The State of Delaware will receive proposals until the date and time shown in this RFP. Proposals will be opened only in the presence of the State of Delaware personnel. Any unopened proposals will be returned to Vendor.

There will be no public opening of proposals but a public log will be kept of the names of all vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed to competing vendors prior to contract award.

D. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through June 14, 2012. The State of Delaware reserves the right to ask for an extension of time if needed.

E. Acknowledgement of Understanding of Terms

By submitting a bid, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

F. Realistic Proposals

It is the expectation of the State of Delaware that vendors can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

The State of Delaware shall bear no responsibility or increase obligation for a vendor's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

G. Non-Conforming Proposals

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the State of Delaware

H. Notification of Acceptance

Notification of the Department's intent to enter into contract negotiations will be made in writing to all bidders.

I. Questions

All questions concerning this Request for Proposal must reference the pertinent RFP section(s) and page number(s). Questions must be in writing and can be either mailed, faxed, or emailed to:

Frederick MacCormack
Director, School-Based Health Centers and Adolescent Health
Email: Fred.MacCormack@state.de.us
Fax number: 302-739-6653.

Deadline for submission of all questions is April 27, 2011. Written responses will be faxed or emailed to bidders no later than May 18, 2011. Responses will also be posted on the RFP website at www.bids.delaware.gov. Please include your fax number and/or your email address with your request.

J. Amendments to Proposals

Amendments to proposals will not be accepted after the deadline for proposal submission has passed. The State reserves the right at any time to request clarification and/or further technical information from any or all applicants submitting proposals.

K. Proposals Become State Property

All proposals become the property of the State of Delaware and will not be returned to the bidders. The State will not divulge any information identified as confidential at the time of proposal submission provided the information resides solely on the CD (s) marked confidential.

L. Non-Interference Clause

The awarding of this contract and all aspects of the awarded bidders contractual obligations, projects, literature, books, manuals, and any other relevant materials and work will automatically become property of the State of Delaware. The awarded bidder will not in any manner interfere or retain any information in relationship to the contractual obligations of said contract, at the time of the award or in the future tense.

M. Investigation of Bidder's Qualifications

The Delaware Health and Social Services may make such investigation as it deems necessary to determine the ability of the bidder to furnish the required services, and the bidder shall furnish such data as the Department may request for this purpose.

N. RFP and Final Contract

The contents of the RFP will be incorporated into the final contract and will become binding upon the successful bidder. If the bidder is unwilling to comply with any of the requirements, terms, and conditions of the RFP, objections must be clearly stated in the proposal. Objections will be considered and may be subject to negotiation at the discretion of the state.

O. Proposal and Final Contract

The contents of each proposal will be considered binding on the bidder and subject to subsequent contract confirmation if selected. The contents of the successful proposal will be included by reference in the resulting contract.

All prices, terms, and conditions contained in the proposal will remain fixed and valid for one (1) year after proposal due date.

P. Cost of Proposal Preparation

All costs for proposal preparation will be borne by the bidder.

Q. Proposed Timetable

The Department's proposed schedule for reviewing proposals is outlined as follows:

<u>Activity</u>	<u>Date</u>
RFP Advertisement	April 11, 2011
Questions Due	April 27, 2011
Pre-bid Meeting	May 5, 2011 10:00am
Answers to Questions	May 18, 2011
Bid Opening	June 15, 2011 12:00pm
Selection Process Begins	June 16, 2011
Bidder Interviews (Top 2 proposals)	June 23 – 30, 2011
Vendor Selection (tentative)	July 7, 2011
Project Begins	September 1, 2011

R. Confidentiality and Debriefing

The Procurement Administrator shall examine the proposal to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified in conjunction with the Attorney General's Office. After award of the contract, all responses, documents, and materials submitted by the offeror pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the Director of Purchasing, under the laws of the State of Delaware. All data, documentation, and innovations developed as a result of these contractual services shall become the property of the State of Delaware. Based upon the public nature of these Professional Services (RFP) Proposals a bidder must inform the state in writing, of the exact materials in the offer which CANNOT be made a part of the public record in accordance with Delaware's Freedom of Information Act, Title 29, Chapter 100 of the Delaware Code.

If a bidder wishes to request a debriefing, he must submit a formal letter to the Procurement Administrator, Herman M. Holloway Campus, Delaware Health and Social Services Main Building, 2nd Floor, Room 257, 1901 N. duPont Highway, New Castle, Delaware 19720 within 10 days after receipt of Notice of Award. The letter must specify reasons for the request.

VII. SELECTION PROCESS

All proposals submitted in response to this RFP will be reviewed by an evaluation team composed of representatives of the Division of Public Health, Delaware Health and Social Services, and others as may be deemed appropriate by the Department.

Each proposal will be independently reviewed and rated against review criteria. Interviews will be scheduled with the two highest scored bidders. Selection will be based upon the recommendations of the review committee.

A. Proposal Evaluation Criteria

The vendor will be selected through open competition and based on the review of proposals submitted in response to this request for proposals. A technical review panel will review all proposals utilizing the following criteria. A maximum of 100 points is possible.

<u>Category</u>	<u>Weight</u>
Meets mandatory RFP provisions	Pass/Fail
(a) Bidder signature form, Certification sheet, And Statement of Compliance Signed (Appendix A, B, C, and D of the RFP, Section IV. A & H.)	
Understanding of the requirements and ability to provide the service.	Weight 35
1. Qualifications of vendor (Section I.D., II, IV. E.); experience with adolescent populations (Section IV. E.); staffing patterns and job descriptions experience with health care delivery in selected community (Section IV. F.); school and community linkages (Section I.D.8, II., IV. E., G.)	

and experience with **Third-Party Billing**.

2. Inclusion of all requested elements
3. Available resources (Section IV. G.)

Methodology Proposed	30
-----------------------------	-----------

1. Services proposed fit needs as expressed in RFP
(See Scope of Services, goals and objectives in conjunction with developing a system for third-party billing, Sections, I.D. and II)
2. Proposed activities follow a logical sequence
3. Policies and procedures for service implementation.
(Section IV. G.)

Adequacy of workplan & schedules	25
---	-----------

1. Time lines (five-year timelines, Section II., IV. G.,H.)
2. Builds on existing work of the Division's planning efforts
(Section I. A., B., C., D)

Cost proposal (Budget, Section V.)	10	
	Total	100

Upon selection of a vendor, a Division of Public Health representative will enter into negotiations with the bidder to establish a contract.

B. Project Costs and Proposed Scope of Service

The Department reserves the right to award this project to a bidder other than the one with the lowest cost or to decide not to fund this project at all. Cost will be balanced against the score received by each bidder in the rating process. The State of Delaware reserves the right to reject, as technically unqualified, proposals that are unrealistically low if, in the judgment of the evaluation team, a lack of sufficient budgeted resources would jeopardize project success.

APPENDIX A:
BIDDERS SIGNATURE FORM



DELAWARE HEALTH AND SOCIAL SERVICES REQUEST FOR PROPOSAL

BIDDERS SIGNATURE FORM

NAME OF BIDDER: _____
SIGNATURE OF AUTHORIZED PERSON: _____
TYPE IN NAME OF AUTHORIZED PERSON: _____
TITLE OF AUTHORIZED PERSON: _____
STREET NAME AND NUMBER: _____
CITY, STATE, & ZIP CODE: _____
CONTACT PERSON: _____
TELEPHONE NUMBER: _____
FAX NUMBER: _____
DATE: _____
BIDDER'S FEDERAL EMPLOYERS IDENTIFICATION NUMBER: _____
DELIVERY DAYS/COMPLETION TIME: _____
F.O.B.: _____
TERMS: _____

THE FOLLOWING MUST BE COMPLETED BY THE VENDOR:

AS CONSIDERATION FOR THE AWARD AND EXECUTION BY THE DEPARTMENT OF HEALTH AND SOCIAL SERVICES OF THIS CONTRACT, THE (COMPANY NAME) _____
HEREBY GRANTS, CONVEYS, SELLS, ASSIGNS, AND TRANSFERS TO THE STATE OF DELAWARE ALL OF ITS RIGHTS, TITLE AND INTEREST IN AND TO ALL KNOWN OR UNKNOWN CAUSES OF ACTION IT PRESENTLY HAS OR MAY NOW HEREAFTER ACQUIRE UNDER THE ANTITRUST LAWS OF THE UNITED STATES AND THE STATE OF DELAWARE, RELATING THE PARTICULAR GOODS OR SERVICES PURCHASED OR ACQUIRED BY THE DELAWARE HEALTH AND SOCIAL SERVICES DEPARTMENT, PURSUANT TO THIS CONTRACT.

APPENDIX B:
CERTIFICATION SHEET



**DELAWARE HEALTH AND SOCIAL SERVICES
REQUEST FOR PROPOSAL**

CERTIFICATION SHEET

As the official representative for the proposer, I certify on behalf of the agency that:

- a. They are a regular dealer in the services being procured.
- b. They have the ability to fulfill all requirements specified for development within this RFP.
- c. They have independently determined their prices.
- d. They are accurately representing their type of business and affiliations.
- e. They will secure a Delaware Business License.
- f. They have acknowledged that no contingency fees have been paid to obtain award of this contract.
- g. The Prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor;
- h. Unless otherwise required by Law, the prices which have been quoted in this offer have not been knowingly disclosed by the contractor and prior to the award in the case of a negotiated procurement, directly or indirectly to any other contractor or to any competitor; and
- i. No attempt has been made or will be made by the contractor in part to other persons or firm to submit or not to submit an offer for the purpose of restricting competition.

- j. They have not employed or retained any company or person (other than a full-time bona fide employee working solely for the contractor) to solicit or secure this contract, and they have not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the contractor) any fee, commission percentage or brokerage fee contingent upon or resulting from the award of this contract.
- k. They (check one) operate ___an individual; ___a Partnership ___a non-profit (501 C-3) organization; ___a not-for-profit organization; or ___for profit corporation, incorporated under the laws of the State of _____.
- l. The referenced offerer has neither directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to Delaware Health and Social Services.
- m. The referenced bidder agrees that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this invitation to bid including all Specifications and special provisions.
- n. They (check one): _____are; _____are not owned or controlled by a parent company. If owned or controlled by a parent company, enter name and address of parent company:

Violations and Penalties:

Each contract entered into by an agency for professional services shall contain a prohibition against contingency fees as follows:

1. The firm offering professional services swears that it has not employed or retained any company or person working primarily for the firm offering professional services, to solicit or secure this agreement by improperly influencing the agency or any of its employees in the professional service procurement process.
2. The firm offering the professional services has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working primarily for the firm offering professional services, any

fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this agreement.

3. For the violation of this provision, the agency shall have the right to terminate the agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

The following conditions are understood and agreed to:

- a. No charges, other than those specified in the cost proposal, are to be levied upon the State as a result of a contract.
- b. The State will have exclusive ownership of all products of this contract unless mutually agreed to in writing at the time a binding contract is executed.

Date

Signature & Title of Official Representative

Type Name of Official Representative

APPENDIX C

STATEMENTS OF COMPLIANCE FORM



**DELAWARE HEALTH AND SOCIAL SERVICES
REQUEST FOR PROPOSAL**

STATEMENTS OF COMPLIANCE FORM

As the official representative for the contractor, I certify on behalf of the agency that_____ (Company Name) will comply with all Federal and Delaware laws and regulations pertaining to equal employment opportunity and affirmative action. In addition, compliance will be assured in regard to Federal and Delaware laws and regulations relating to confidentiality and individual and family privacy in the collection and reporting of data.

Authorized Signature:_____

Title:_____

Date:_____

APPENDIX D

OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPRISE SELF- CERTIFICATION TRACKING FORM



OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPRISE SELF-CERTIFICATION TRACKING FORM

IF YOUR FIRM WISHES TO BE CONSIDERED FOR ONE OF THE CLASSIFICATIONS LISTED BELOW, THIS PAGE MUST BE SIGNED, NOTARIZED AND RETURNED WITH YOUR PROPOSAL.

COMPANY NAME _____

NAME OF AUTHORIZED REPRESENTATIVE (Please print) _____

SIGNATURE _____

COMPANY ADDRESS _____

TELEPHONE # _____

FAX # _____

EMAIL ADDRESS _____

FEDERAL EI# _____

STATE OF DE BUSINESS LIC# _____

Note: Signature of the authorized representative must be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Delaware Health and Social Services.

Organization Classifications (Please circle)

Women Business Enterprise (WBE) Yes/No

Minority Business Enterprise (MBE) Yes/No

Please check one---Corporation _____

Partnership _____ Individual _____

For appropriate certification (WBE), (MBE), please apply to Office of Minority and Women Business Enterprise Phone # (302) 739-4206 L. Jay Burks, Executive Director Fax# (302) 739-1965 Certification # _____ Certifying Agency _____

<http://www.state.de.us/omwbe>

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____ 20_____

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

CITY OF _____ COUNTY OF _____ STATE OF _____

Definitions

The following definitions are from the State Office of Minority and Women Business Enterprise.

Women Owned Business Enterprise (WBE):

At least 51% is owned by women, or in the case of a publicly owned enterprise, a business enterprise in which at least 51% of the voting stock is owned by women; or any business enterprise that is approved or certified as such for purposes of participation in contracts subject to women-owned business enterprise requirements involving federal programs and federal funds.

Minority Business Enterprise (MBE):

At least 51% is owned by minority group members; or in the case of a publicly owned enterprise, a business enterprise in which at least 51% of the voting stock is owned by minority group members; or any business enterprise that is approved or certified as such for purposes of participation in contracts subjects to minority business enterprises requirements involving federal programs and federal funds.

Corporation:

An artificial legal entity treated as an individual, having rights and liabilities distinct from those of the persons of its members, and vested with the capacity to transact business, within the limits of the powers granted by law to the entity.

Partnership:

An agreement under which two or more persons agree to carry on a business, sharing in the profit or losses, but each liable for losses to the extent of his or her personal assets.

Individual:

Self-explanatory

For certification in one of above, the bidder must contract:

L. Jay Burks

Office of Minority and Women Business Enterprise

(302) 739-4206

Fax (302) 739-5561

APPENDIX E

Contract Boilerplate



**DELAWARE HEALTH
AND SOCIAL SERVICES**

**DPH CONTRACT # _____
BETWEEN
THE DIVISION OF PUBLIC HEALTH,
DELAWARE DEPARTMENT OF HEALTH & SOCIAL SERVICES,
AND
[Contractor]
FOR
[TYPE OF SERVICE]**

A. Introduction

1. This contract is entered into between the Delaware Department of Health and Social Services (the Department), Division of _____ (Division) and _____ (the Contractor).
2. The Contract shall commence on _____ and terminate on _____ unless specifically extended by an amendment, signed by all parties to the Contract. Time is of the essence. (Effective contract start date is subject to the provisions of Paragraph C. 1. of this Agreement.)

B. Administrative Requirements

1. Contractor recognizes that it is operating as an independent Contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the Contractor's negligent performance under this Contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the Contractor in their negligent performance under this Contract.
2. The Contractor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this Contract. The Contractor is an independent contractor and is not an employee of the State.
3. During the term of this Contract, the Contractor shall, at its own expense, carry insurance with minimum coverage limits as follows:

a) Comprehensive General Liability \$1,000,000

and

	b) Medical/Professional Liability	\$1,000,000/ \$3,000,000
or	c) Misc. Errors and Omissions	\$1,000,000/\$3,000,000
or	d) Product Liability	\$1,000,000/\$3,000,000

All contractors must carry (a) and at least one of (b), (c), or (d), depending on the type of service or product being delivered.

If the contractual service requires the transportation of Departmental clients or staff, the contractor shall, in addition to the above coverage, secure at its own expense the following coverage:

e) Automotive Liability (Bodily Injury)	\$100,000/\$300,000
f) Automotive Property Damage (to others)	\$ 25,000

4. Notwithstanding the information contained above, the Contractor shall indemnify and hold harmless the State of Delaware, the Department and the Division from contingent liability to others for damages because of bodily injury, including death, that may result from the Contractor's negligent performance under this Contract, and any other liability for damages for which the Contractor is required to indemnify the State, the Department and the Division under any provision of this Contract.
5. The policies required under Paragraph B. 3. must be written to include Comprehensive General Liability coverage, including Bodily Injury and Property damage insurance to protect against claims arising from the performance of the Contractor and the contractor's subcontractors under this Contract and Medical/Professional Liability coverage when applicable.
6. The Contractor shall provide a Certificate of Insurance as proof that the Contractor has the required insurance. The certificate shall identify the Department and the Division as the "Certificate Holder" and shall be valid for the contract's period of performance as detailed in Paragraph A. 2.
7. The Contractor acknowledges and accepts full responsibility for securing and maintaining all licenses and permits, including the Delaware business license, as applicable and required by law, to engage in business and provide the goods and/or services to be acquired under the terms of this Contract. The Contractor acknowledges and is aware that Delaware law provides for significant penalties associated with the conduct of business without the appropriate license.
8. The Contractor agrees to comply with all State and Federal licensing standards and all other applicable standards as required to provide services under this Contract, to assure the

quality of services provided under this Contract. The Contractor shall immediately notify the Department in writing of any change in the status of any accreditations, licenses or certifications in any jurisdiction in which they provide services or conduct business. If this change in status regards the fact that its accreditation, licensure, or certification is suspended, revoked, or otherwise impaired in any jurisdiction, the Contractor understands that such action may be grounds for termination of the Contract.

a) If a contractor is under the regulation of any Department entity and has been assessed Civil Money Penalties (CMPs), or a court has entered a civil judgment against a Contractor or vendor in a case in which DHSS or its agencies was a party, the Contractor or vendor is excluded from other DHSS contractual opportunities or is at risk of contract termination in whole, or in part, until penalties are paid in full or the entity is participating in a corrective action plan approved by the Department.

A corrective action plan must be submitted in writing and must respond to findings of non-compliance with Federal, State, and Department requirements. Corrective action plans must include timeframes for correcting deficiencies and must be approved, in writing, by the Department.

The Contractor will be afforded a thirty (30) day period to cure non-compliance with Section 8(a). If, in the sole judgment of the Department, the Contractor has not made satisfactory progress in curing the infraction(s) within the aforementioned thirty (30) days, then the Department may immediately terminate any and/or all active contracts.

9. Contractor agrees to comply with all the terms, requirements and provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and any other federal, state, local or any other anti discriminatory act, law, statute, regulation or policy along with all amendments and revision of these laws, in the performance of this Contract and will not discriminate against any applicant or employee or service recipient because of race, creed, religion, age, sex, color, national or ethnic origin, disability or any other unlawful discriminatory basis or criteria.
10. The Contractor agrees to provide to the Divisional Contract Manager, on an annual basis, if requested, information regarding its client population served under this Contract by race, color, national origin or disability.
11. This Contract may be terminated in whole or part:
 - a) by the Department upon five (5) calendar days written notice for cause or documented unsatisfactory performance,
 - b) by the Department upon fifteen (15) calendar days written notice of the loss of funding or reduction of funding for the stated Contractor services as described in Appendix B,

c) by either party without cause upon thirty (30) calendar days written notice to the other Party, unless a longer period is specified in Appendix A.

In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, models, maps, photographs, and reports or other material prepared by Contractor under this contract shall, at the option of the Department, become the property of the Department.

In the event of termination, the Contractor, upon receiving the termination notice, shall immediately cease work and refrain from purchasing contract related items unless otherwise instructed by the Department.

The Contractor shall be entitled to receive reasonable compensation as determined by the Department in its sole discretion for any satisfactory work completed on such documents and other materials that are usable to the Department. Whether such work is satisfactory and usable is determined by the Department in its sole discretion.

Should the Contractor cease conducting business, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets, or shall avail itself of, or become subject to any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors, then at the option of the Department, this Contract shall terminate and be of no further force and effect. Contractor shall notify the Department immediately of such events.

12. Any notice required or permitted under this Contract shall be effective upon receipt and may be hand delivered with receipt requested or by registered or certified mail with return receipt requested to the addresses listed below. Either Party may change its address for notices and official formal correspondence upon five (5) days written notice to the other.

To the Division at:

Division of Public Health
417 Federal Street
Dover, DE 19901
Attn: Support Services Section

To the Contractor at:

13. In the event of amendments to current Federal or State laws which nullify any term(s) or provision(s) of this Contract, the remainder of the Contract will remain unaffected.
14. This Contract shall not be altered, changed, modified or amended except by written consent of all Parties to the Contract.
15. The Contractor shall not enter into any subcontract for any portion of the services covered by this Contract without obtaining prior written approval of the Department. Any such subcontract shall be subject to all the conditions and provisions of this Contract. The approval requirements of this paragraph do not extend to the purchase of articles, supplies, equipment, rentals, leases and other day-to-day operational expenses in support of staff or facilities providing the services covered by this Contract.
16. This entire Contract between the Contractor and the Department is composed of these several pages and the attached Appendix ____.
17. This Contract shall be interpreted and any disputes resolved according to the Laws of the State of Delaware. Except as may be otherwise provided in this contract, all claims, counterclaims, disputes and other matters in question between the Department and Contractor arising out of or relating to this Contract or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Delaware.
18. In the event Contractor is successful in an action under the antitrust laws of the United States and/or the State of Delaware against a vendor, supplier, subcontractor, or other party who provides particular goods or services to the Contractor that impact the budget for this Contract, Contractor agrees to reimburse the State of Delaware, Department of Health and Social Services for the pro-rata portion of the damages awarded that are attributable to the goods or services used by the Contractor to fulfill the requirements of this Contract. In the event Contractor refuses or neglects after reasonable written notice by the Department to bring such antitrust action, Contractor shall be deemed to have assigned such action to the Department.
19. Contractor covenants that it presently has no interest and shall not acquire any interests, direct or indirect, that would conflict in any manner or degree with the performance of this Contract. Contractor further covenants that in the performance of this contract, it shall not employ any person having such interest.
20. Contractor covenants that it has not employed or retained any company or person who is working primarily for the Contractor, to solicit or secure this agreement, by improperly influencing the Department or any of its employees in any professional procurement process; and, the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working primarily for the

Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this agreement. For the violation of this provision, the Department shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

21. The Department shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract. Contractor shall have no right to copyright any material produced in whole or in part under this Contract. Upon the request of the Department, the Contractor shall execute additional documents as are required to assure the transfer of such copyrights to the Department.

If the use of any services or deliverables is prohibited by court action based on a U.S. patent or copyright infringement claim, Contractor shall, at its own expense, buy for the Department the right to continue using the services or deliverables or modify or replace the product with no material loss in use, at the option of the Department.

22. Contractor agrees that no information obtained pursuant to this Contract may be released in any form except in compliance with applicable laws and policies on the confidentiality of information and except as necessary for the proper discharge of the Contractor's obligations under this Contract.
23. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such in writing, signed by authorized representatives of all parties and attached to the original Contract.
24. If the amount of this contract listed in Paragraph C2 is over \$25,000, the Contractor, by their signature in Section E, is representing that the Firm and/or its Principals, along with its subcontractors and assignees under this agreement, are not currently subject to either suspension or debarment from Procurement and Non-Procurement activities by the Federal Government.

C. Financial Requirements

1. The rights and obligations of each Party to this Contract are not effective and no Party is bound by the terms of this contract unless, and until, a validly executed Purchase Order is approved by the Secretary of Finance and received by Contractor, *if required by the State of Delaware Budget and Accounting Manual*, and all policies and procedures of the Department of Finance have been met. The obligations of the Department under this Contract are expressly limited to the amount of any approved Purchase Order. The State will not be liable for expenditures made or services delivered prior to Contractor's receipt of the Purchase Order.

2. Total payments under this Contract shall not exceed \$ _____ in accordance with the budget presented in Appendix _____. Payment will be made upon receipt of an itemized invoice from the Contractor in accordance with the payment schedule, if any. The contractor or vendor must accept full payment by procurement (credit) card and or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions. Contractor is responsible for costs incurred in excess of the total cost of this Contract and the Department is not responsible for such costs.
3. The Contractor is solely responsible for the payment of all amounts due to all subcontractors and suppliers of goods, materials or services which may have been acquired by or provided to the Contractor in the performance of this contract. The Department is not responsible for the payment of such subcontractors or suppliers.
4. The Contractor shall not assign the Contract or any portion thereof without prior written approval of the Department and subject to such conditions and revisions as the Department may deem necessary. No such approval by the Department of any assignment shall be deemed to provide for the incurrence of any obligations of the Department in addition to the total agreed upon price of the Contract.
5. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance under this Contract in accordance with generally accepted accounting principles and practices. Contractor shall also maintain the financial information and data used by Contractor in the preparation of support of its bid or proposal. Contractor shall retain this information for a period of five (5) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Department shall have access to such books, records, documents, and other evidence for the purpose of inspection, auditing, and copying during normal business hours of the Contractor after giving reasonable notice. Contractor will provide facilities for such access and inspection.
6. The Contractor agrees that any submission by or on behalf of the Contractor of any claim for payment by the Department shall constitute certification by the Contractor that the services or items for which payment is claimed were actually rendered by the Contractor or its agents, and that all information submitted in support of the claims is true, accurate, and complete.
7. The cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to the Department for disallowances shall be drawn from the Contractor's own resources and not charged to Contract costs or cost pools indirectly charging Contract costs.
8. When the Department desires any addition or deletion to the deliverables or a change in the services to be provided under this Contract, it shall so notify the Contractor. The Department will develop a Contract Amendment authorizing said change. The Amendment

shall state whether the change shall cause an alteration in the price or time required by the Contractor for any aspect of its performance under the Contract. Pricing of changes shall be consistent with those prices or costs established within this Contract. Such amendment shall not be effective until executed by all Parties pursuant to Paragraph B.14.

D. Miscellaneous Requirements

1. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 46, (PM # 46, effective 3/11/05), and divisional procedures regarding the reporting and investigation of suspected abuse, neglect, mistreatment, misappropriation of property and significant injury of residents/clients receiving services, including providing testimony at any administrative proceedings arising from such investigations. The policy and procedures are included as Appendix _____ to this Contract. It is understood that adherence to this policy includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Contractor's procedures must include the position(s) responsible for the PM46 process in the provider agency. Documentation of staff training on PM46 must be maintained by the Contractor.
2. The Contractor, including its parent company and its subsidiaries, and any subcontractor, including its parent company and subsidiaries, agree to comply with the provisions of 29 Del. Code, Chapter 58: "Laws Regulating the Conduct of Officers and Employees of the State," and in particular with Section 5805 (d): "Post Employment Restrictions."
3. *When required by Law*, Contractor shall conduct child abuse and adult abuse registry checks and obtain service letters in accordance with 19 Del. Code Section 708; and 11 Del. Code, Sections 8563 and 8564. Contractor shall not employ individuals with adverse registry findings in the performance of this contract.
4. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 40, and divisional procedures regarding conducting criminal background checks and handling adverse findings of the criminal background checks. This policy and procedure are included as Appendix _____ to this Contract. It is understood that adherence to this policy includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Contractor's procedures must include the title of the position(s) responsible for the PM40 process in the contractor's agency.
5. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 36 (PM #36, effective 9/24/2008), and divisional procedures regarding minimal requirements of contractors who are engaging in a contractual agreement to develop community based residential arrangements for those individuals served by Divisions within DHSS. This policy and procedure are included as Appendix _____ to this Contract. It is understood that adherence to this policy includes individuals/entities that enter into a contractual arrangement (*contractors*) with the DHSS/Division to develop a

community based residential home(s) and apartment(s). Contractors shall be responsible for their subcontractors' adherence with this policy and related protocol(s) established by the applicable Division.

6. All Department campuses are tobacco-free. Contractors, their employees and subcontractors are prohibited from using any tobacco products while on Department property. This prohibition extends to personal vehicles parked in Department parking lots.

E. Authorized Signatures:

For the Contractor:

Signature

Name (please print)

Title

Date

For the Department:

Rita M. Landgraf
Secretary

Date

For the Division:

Karyl T. Rattay, MD, MS, FAAP, FACPM
Director

Date

CONTRACT APPENDIX A

DIVISION OF PUBLIC HEALTH REQUIREMENTS

1. Funds received and expended under the contract must be recorded so as to permit the Division to audit and account for all contract expenditures in conformity with the terms, conditions, and provisions of this contract, and with all pertinent federal and state laws and regulations. The Division retains the right to approve this accounting system.
2. The Contractor shall recognize that no extra contractual services are approved unless specifically authorized in writing by the Division. Further, the Contractor shall recognize that any and all services performed outside the scope covered by this Contract and attached budgets will be deemed by the Division to be gratuitous and not subject to any financial reimbursement.
3. All products are expected to be free of misspellings and typos, as well as punctuation, grammatical and design errors. Acronyms should be avoided; when used, they should be spelled out on first reference with the acronym in parentheses after that reference. For example, 'Division of Public Health (DPH)' on first reference.
4. No part of any funds under this contract shall be used to pay the salary or expenses of any contractor or agent acting for the contractor, to engage in any activity (lobbying) designed to influence legislation or appropriations pending before the State Legislature and/or Congress.
5. The contractor agrees that, if defunding occurs, all equipment purchased with Division funds for \$1,000.00 or more and a useful life expectancy of one (1) year, will be returned to the Division within thirty (30) days.
6. Contractors receiving Federal funds must comply with all the requirements of the Federal Office of Management and Budget (OMB) Circular A-133, Audits of State, Local Governments, and Non-profit Organizations.

CONTRACT APPENDIX B
SERVICE AND BUDGET DESCRIPTION

1. Contractor: _____

Address: _____

Phone _____

E.I. No.: _____

2. Division: _____

3. Service: _____

4. Total Payment shall not exceed _____.

5. Payment(s) will be made upon presentation of invoice(s) with supporting documentation that verifies the completed, acceptable deliverable(s). Invoice must contain period of service, Vendor Invoice Number, Vendor EI Number, Contract Number, DPH Purchase Order Number and itemized description of the services provided to coincide with the contract deliverables. (See also Paragraph C.2. of the contract)

6. Source of Contract Funding:

_____ Federal Funds (CFDA# _____)

_____ State Funds

_____ Other Funds

_____ Combination of Funds

APPENDIX F

SCHOOL-BASED HEALTH CENTER SERVICES

1. School-Based Health Centers (SBHCs) function within state and federal laws and established standards of practice, including standing orders or collaborative agreements established by the medical vendor(s). Administrative oversight of SBHCs is provided by the Division of Public Health, Department of Health and Social Services. As such, the school-based health center and its on-site management team are accountable to the Division's quality assurance plan and regular site visit monitoring review.
2. The School-Based Health Center will be open for services on the agreed upon date as specified in the work plan.
3. Medical and nursing services at the School-Based Health Center will be provided in accordance with the accepted standards of current medical and nursing practice and in conformance with all applicable state and federal laws. The medical vendor is responsible for ensuring all SBHC staff have current and appropriate licensure and/or certification to provide health services. Collaborative agreements or standing orders implemented at the School-Based Health Center will be consistent in content and format as those utilized by the Division of Public Health clinics or medical vendor and signed by appropriate SBHC medical staff. The scope of services for school-based health centers shall be within the scope of practice of the providers and can include (but not limited to): sports physicals and routine examinations, acute and minor illness care, mental health counseling, nutrition education, immunizations, health and sexuality counseling, risk-factor reduction counseling, drug and alcohol abuse counseling, and general health education and any other standards that apply to the teenage population (unless otherwise prohibited by local jurisdiction). The School Board may elect to approve the following optional services: diagnosis and treatment of STDs, reproductive health and HIV testing (HIV testing may require additional staff and other medical considerations furnished by the contractor). Collaborative agreements or standing orders will be submitted to the Division of Public Health within 30 days of the clinic opening and on or before October 15th every year thereafter for the duration of this contract.
4. Information and records in possession of School-Based Health Clinics and their staff belong to the medical vendor and are confidential. Disclosure of that information should be made only when appropriately authorized. Contractor must establish a medical record for every client who obtains services. These records must be maintained in accordance with federal and state laws and accepted medical record retentions standards. Records must be complete, legible, accurate, and safeguarded against loss or use by unauthorized persons. All records, when not in use, should be maintained in locked cabinets.

The Department, after giving reasonable notice, shall have access to such books, records, documents, and other evidence for the purpose of inspection, auditing, and copying during normal business hours of the centers. The Contractor will provide facilities for such access

and inspection. Contractor shall retain this information for a period of five (5) years from the date services were rendered by the Contractor.

The cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to the Department for disallowances shall be drawn from the Contractor's own resources and not charged to Contract costs or cost pools indirectly charging Contract costs.

5. All advertising and materials produced and distributed for the School-Based Health Center Program will include the Department of Health and Social Services logo as imprinted here:



***DELAWARE HEALTH
AND SOCIAL SERVICES***
Division of Public Health

When the DHSS logo is used, all documents must be approved by DPH prior to publication.

6. Any clinical preceptorships, including medical, social work, and nutrition interns in the School-Based Health Center must be reviewed and approved by the school administration.
7. The SBHC may have limited hours of operation during summer if deemed appropriate by the school and medical vendor. Centers will return to full operations one week prior to the opening of the high school year (August). Hours of operation will be posted. Any change in operating hours will be reported to the Division of Public Health in writing.
8. All key staff will be in place within 30 days of the opening of the facility. The Division of Public Health must be notified in writing if all key staff cannot be in place at this time.
9. All staff must undergo a criminal background check as required by law. Results of the check must be submitted to the Division of Public Health within 30 days of completion.
10. Curricula vitae for new staff members and/or subcontractors will be forwarded to the Division of Public Health upon hiring and prior to onset of employment. The Division reserves the right to veto staff hiring decisions if the potential employee's credentials do not meet the stated minimum requirements for that job classification. In case of a vacancy, the contractor must send a School-Based Centers Resume Transmission Form supplied by the Division of Public Health for its review before the new staff is hired. The Division of Public Health must be notified in writing within 10 business days of critical staff vacancies and submit a written interim plan to address service delivery.

11. Staffing models will support third-party billing and DPH evaluation requirements. Each vendor must provide written description of the following items :
- days and specific hours of operation and staff hours for each center during the school year and during the summer;
 - detailed scope of services;
 - list any subcontractor services including days and hours of staff for the school year and for the summer if applicable;
 - provide Center Coordinator oversight, direction and administration for the center;
 - Center Coordinator must provide a regular presence within the center and provide posted hours;
 - Administrative support sufficient to meet the administrative and data entry needs of the center operations.

There must be at least one health provider (PA, APN, LPC, LPCMPH, NP, LCSW, etc.) at each site during the center's regularly scheduled hours (during the school year). *Exceptions must be approved by Public Health.*

Deviations from the above requirements must be approved by DPH.

12. The vendor must conduct an annual satisfaction survey, beginning in FY 13 and thereafter using a sample of students, parents and/or school staff and report written findings to the Division of Public Health.
13. The Policy and Procedures Manual will be developed by the contractor with annual updates and forwarded to the Division of Public Health on or before October 15th of each year. This policy manual will include, but not be limited to, the appropriate policy/procedure for:
- a) Consent for Treatment (templates supplied by DPH)
 - b) Emergency Care
 - c) Emancipated Minor Designation
 - d) Informed Consent
 - e) Liability of School and Contractor
 - f) Financial and/or Legal Responsibility for Referral/Treatment
 - g) Policy on vendor responsibility for communicating with parents on regarding financial liability for services
 - h). Policy on writing off bad debt related to SBHCs (including statements that no family should be sent to collections for unpaid SHBC services and services are to be provided at no cost for students who are uninsured or are unable to pay)
 - i) Standing Orders or Collaborative Agreements
 - j) Coordination/Communications with Primary Care Providers
 - k) Billing and retaining revenue procedures

These policies and procedures will be consistent with Delaware legal code, current standards of practice and third-party billing mandates. New sites must submit the initial Policy and Procedures Manual within 60 days after the center opening.

14. School-Based Health Center staff will be required to attend operational meetings as deemed appropriate by DPH.
15. The vendor contractor's administrator for each School-Based Health Center will meet at least two times during the school year with the school principal and/or District Superintendent to review progress and clarify expectations. Written reports of these meetings will be submitted to the Division of Public Health within 10 days of the meeting.
16. The center must submit a minimum standardized data set that conforms to the Division of Public Health's evaluation plan. The monthly report is due on or before the 15th of each month and must be submitted according to DPH instructions. Quarterly physician sample chart reviews are due on or before the 15th of the month following the end of the quarter. A six-month narrative progress report is due on or before April 15th (for the first year of this contract). The progress report should provide an overview on how health care services are coordinated through the center and give major operational, enrollment, visit and program updates. The report should also identify the center challenges encountered during the period with providing third-party billing and make recommendations on how to improve the process. In addition, the narrative should describe how the center is involved with the school community including how it works with school staff and parents in providing health center services to students. The annual progress report is due on or before July 31st.
17. An automated computer data collection and third-party billing system will be used for statistical and third-party billing collection. The vendor will be chosen by the Division of Public Health. All centers will be connected to the system via the web and will follow State regulations regarding state computer systems. All new centers will be oriented on how to use the appropriate data system. DPH will provide training on any new procedural updates to these systems. After the initial training, it is the responsibility of the Medical Vendor to train any new staff members in these processes. All vendors must use the DPH selected vendor for third-party billing or submit a request to DPH for a waiver. The alternate vendor MUST be approved by DPH. If the waiver is approved by DPH, the vendor will still be required to submit standardized data elements for evaluation which will be entered into the above system. All vendors are required to have the following hardware and software needs in order to support the statistical and third-party billing collection:

Hardware, PC capable of running the software described below at a minimum –
3GB RAM, 30GB HDD, Network card, Mouse
Monitor
19 inch flat panel

Software – operating system

Windows 7 Business Enterprise or Windows XP Professional SP2 or SP3

Internet Browser

Internet Explorer Version 8 or Firefox Version 3+

Anti virus

McAfee or Norton

All vendor supplied hardware and software must be properly maintained and updated to meet industry and government standards.

18. Copies of all aggregate reports, completed contracts, proposals, policy and procedure manuals, staff resumes, etc., will be available to the school and school board.
19. Quality assurance will be performed periodically to ensure compliance with contractual agreement.
20. In addition to item #11 of the contract, services under this contract may be terminated by the Department in the event a school board recommends the closure of a school-based health center at a specific location.
21. Annual budgets and process measures must be submitted on or before May 15th for the upcoming school year (See II. B.). The process measures must be quantifiable. The Division of Public Health will supply an estimated budget figure(s) by May 1 of each year.
22. Line item budget changes of less than 10% can occur without prior written approval from the Division of Public Health. However, line item budget changes of more than 10% must be submitted to the Division of Public Health for approval. All budget modifications must be submitted to DPH on or before May 7 of the current fiscal year for the upcoming fiscal year.
23. The contractor's annual audit will be made available to the Division of Public Health. The Division of Public Health will have access to financial records as requested. The Division of Public Health reserves the right to require an audit if deemed necessary.
24. The contractor will present a monthly invoice by site for payment to the Division of Public Health. All expenses are to be recorded by categories, i.e., salaries, fringe, supplies, etc. To assure timely reimbursement, invoices will be received on or before the 25th of each month with itemized cost of services provided in the previous month. Contract number and purchase order number must be indicated on the invoice. The invoice must be on vendor letterhead and contain an original signature and title of the designated official authorized to submit invoices. The “heading” portion of each invoice must contain: the period covered (month), the school name, DPH’s purchase order number and the DPH contract number. The invoice must include the prior year-to date expenses, current month’s expenses and current year-to-date expense. Centers cannot bill

for multiple months but must submit an invoice for each month of service. Where medical vendors are responsible for multiple sites, a separate invoice must be submitted for each site along with a combined sheet for expenses for all sites.

25. Final year end expenditure reports by school should be submitted to the Division of Public Health 30 days after the close of the contract period.
26. Any fee collected or third party insurance payments obtained for services rendered by the on-site school health center staff will belong to the vendor. Vendors are responsible for negotiating covered services and payment amount with third-party payers. Vendors must report collections information to DPH via the data system or approved alternate billing and evaluation data system.
27. The contractor will use DPH generic consent forms and only provide services that have been approved by the respective School Board (ie, diagnosis and treatment of sexually transmitted diseases and reproductive health services)
28. Addition of any services and/or change in service mix beyond those initially implemented must be approved by the Division of Public Health.
29. All deliverables and the contractor's response to the RFP are a part of this contract and attached. Continuation of the contracts is contingent upon the submission of required reports, goals and objectives, and budgets for each year. All products are expected to be free of misspellings and typos, as well as punctuation, grammatical and design errors.

Appendix G

DIVISION OF PUBLIC HEALTH BUDGET DETAIL

Applicant Agency _____ Program Year _____

School-Based Health Center _____

Cost Category	DPH Funds	Vendor In-Kind	Projected Third-Party Billing	School Funds	Total Budget
Salaries (by position/titles, hourly rate, # of hours per week, # of weeks, % of FTE) including summer hours					
Fringe (by % of salaries and dollar amounts)					
Salaries & Fringe (Totals)					
Contractual Services (Total)					
Travel (Total)					
Supplies and Materials (Total)					
Capitol Outlay (Total)					
Indirect Costs (no more than 12%)					
Total					
Grand Total					

TOTAL: _____

GRAND TOTAL: _____

BUDGET SUMMARY

PROJECT TITLE: _____

APPLICANT AGENCY: _____

DATE: _____

I. SOURCE OF FUNDS

State Funds _____ \$ _____
(specify source)

Third-Party Funds _____ \$ _____
(specify source)

Other Funds _____ \$ _____
(specify source)

TOTAL \$ _____

II. POSITIONS

Total Positions Required: _____

Specify Positions and % FTE:

APPENDIX H

Consent form for Reproductive Health Services

**SCHOOL-BASED WELLNESS CENTER
PARENT/STUDENT CONSENT FOR TREATMENT**

I, _____, give my consent for _____
(Parent/Legal Guardian of Student) (Name of Student)

to receive health services at the _____ Wellness Center
(Name of High School)

administered by: _____ Telephone Number: _____
(Name of Medical Vendor)

Please circle either Yes or No if you want your child to receive the following services

MENU OF SERVICES

CONSENT GIVEN

PHYSICAL HEALTH

(CIRCLE ONE)

- | | | |
|---|-----|----|
| • Assessment, diagnosis and treatment of minor illness and injury with referral for treatment of chronic illness and serious injury
(May include a urinalysis, throat culture, limited blood test or medically indicated pregnancy testing, dispensing non prescription medication and/or providing prescription medication) | YES | NO |
| • Physical examinations, including sports/employment physical | YES | NO |
| • Immunizations in accordance with the Division of Public Health | YES | NO |
| • Diagnosis and treatment of sexually transmitted diseases | YES | NO |
| • Coordinating services with student's Primary Health Care Provider /other Provider | YES | NO |
| • Referral of a student who does not have a primary care provider to a physician | YES | NO |
| • Drug, alcohol and other substance abuse counseling and referral | YES | NO |
| • HIV testing and counseling | YES | NO |
| • Nutrition counseling | YES | NO |

MENTAL HEALTH

- | | | |
|---|-----|----|
| • Individual counseling | YES | NO |
| • Group counseling | YES | NO |
| • Family Counseling | YES | NO |
| • Referrals for long-term counseling or other evaluations | YES | NO |

EDUCATION

- | | | |
|--|-----|----|
| • Individual and group programs focusing on healthy life choices | YES | NO |
|--|-----|----|

REPRODUCTIVE HEALTH

- | | | |
|-----------------------|-----|----|
| • Condoms | YES | NO |
| • Oral Contraceptives | YES | NO |

The Wellness Center does not provide the following services

- Treatment or testing of complex medical or psychiatric conditions
- Ongoing primary treatment of chronic medical conditions
- Complex lab tests
- Hospitalization
- X-Rays

PLEASE COMPLETE OTHER SIDE

By my signature below I certify, as the parent or legal guardian of the student named above, I understand that the Wellness Center will not provide x-rays, complex lab tests, services, or ongoing primary treatment of chronic medical or psychiatric conditions. I also understand and agree that my son/daughter has the right to be fully informed as to the facts about any new or existing illness, injury, or available treatment before beginning such treatment.

I understand that the Delaware Division of Public Health (“DPH”), a division of the Department of Health and Social Services, retains administrative authority over, and provides partial funding for, the Wellness Center. Designated Wellness Center Team members are obligated by law to disclose specific patient information to DPH, for the purpose of preventing or controlling disease, injury, surveillance, or disability in Delaware as well as in the United States. Such information mandated and required by law includes: sexually transmitted disease; laboratory data; births; deaths; adverse medication reactions; child abuse or neglect; and domestic violence. Other general information will also be sent to DPH for statistical tracking, but this information will be de-identified which means that my son’s/daughter’s name will be removed. _____

Parent/Legal Guardian Initial Here

I understand that my child may request that some or all health visits remain confidential. In accordance with Delaware law, Federal law and the HIPAA Privacy Rule, for me or anyone (including a parent or guardian) to gain access to medical records regarding such visits, a written authorization must be completed by the student specifying their release. I have had the opportunity to receive and review the Wellness Center Notice of Privacy Practices brochure. _____

Parent/Legal Guardian Initial Here

I understand that insurance may be billed for covered services. _____

Parent/Legal Guardian Initial Here

I understand this consent may be revoked in writing at any time, except to the extent that action has been taken in reliance on this consent. Any requests for revocation must be in writing and sent to the Wellness Center associated with my child’s care.

I acknowledge that all information requested on the registration Health History Form and this consent is accurate and complete. My son/daughter and I have read this form carefully and I understand that if I have any questions I may call the Wellness Center Coordinator for any explanation(s) before I sign this authorization.

Signature of Parent/Legal Guardian

Date

Print Name of Parent/Legal Guardian

Signature of Student

Date

Print Name of Student

Street Address

City

State

Zip Code

APPENDIX I

Consent form for Reproductive Health and HIV Services

**SCHOOL-BASED WELLNESS CENTER
PARENT/STUDENT CONSENT FOR TREATMENT**

I, _____, give my consent for _____
(Parent/Legal Guardian of Student) (Name of Student)

to receive health services at the _____ Wellness Center
(Name of High School)

administered by: _____ Telephone Number: _____
(Name of Medical Vendor)

Please circle either Yes or No if you want your child to receive the following services

MENU OF SERVICES

CONSENT GIVEN

PHYSICAL HEALTH

(CIRCLE ONE)

- | | | |
|---|-----|----|
| • Assessment, diagnosis and treatment of minor illness and injury with referral for treatment of chronic illness and serious injury
(May include a urinalysis, throat culture, limited blood test or medically indicated pregnancy testing, dispensing non prescription medication and/or providing prescription medication) | YES | NO |
| • Physical examinations, including sports/employment physical | YES | NO |
| • Immunizations in accordance with the Division of Public Health | YES | NO |
| • Diagnosis and treatment of sexually transmitted diseases | YES | NO |
| • Coordinating services with student's Primary Health Care Provider /Other Provider | YES | NO |
| • Referral of a student who does not have a primary care provider to a physician | YES | NO |
| • Drug, alcohol and other substance abuse counseling and referral | YES | NO |
| • HIV testing and counseling | YES | NO |
| • Nutrition counseling | YES | NO |

MENTAL HEALTH

- | | | |
|---|-----|----|
| • Individual counseling | YES | NO |
| • Group counseling | YES | NO |
| • Family Counseling | YES | NO |
| • Referrals for long-term counseling or other evaluations | YES | NO |

EDUCATION

- | | | |
|--|-----|----|
| • Individual and group programs focusing on healthy life choices | YES | NO |
|--|-----|----|

REPRODUCTIVE HEALTH

- | | | |
|-----------------------|-----|----|
| • Condoms | YES | NO |
| • Oral Contraceptives | YES | NO |

The Wellness Center does not provide the following services

- Treatment or testing of complex medical or psychiatric conditions
- Ongoing primary treatment of chronic medical conditions
- Complex lab tests
- Hospitalization
- X-Rays

PLEASE COMPLETE OTHER SIDE

By my signature below I certify, as the parent or legal guardian of the student named above, I understand that the Wellness Center will not provide x-rays, complex lab tests, services, or ongoing primary treatment of chronic medical or psychiatric conditions. I also understand and agree that my son/daughter has the right to be fully informed as to the facts about any new or existing illness, injury, or available treatment before beginning such treatment.

I understand that the Delaware Division of Public Health (“DPH”), a division of the Department of Health and Social Services, retains administrative authority over, and provides partial funding for, the Wellness Center.

Designated Wellness Center

Team members are obligated by law to disclose specific patient information to DPH, for the purpose of preventing or controlling disease, injury, surveillance, or disability in Delaware as well as in the United States. Such information mandated and required by law includes: sexually transmitted disease; laboratory data; births; deaths; adverse medication reactions; child abuse or neglect; and domestic violence. Other general information will also be sent to DPH for statistical tracking, but this information will be de-identified which means that my son’s/daughter’s name will be removed.

Parent/Legal Guardian Initial Here

I understand that my child may request that some or all health visits remain confidential. In accordance with Delaware law, Federal law and the HIPAA Privacy Rule, for me or anyone (including a parent or guardian) to gain access to medical records regarding such visits, a written authorization must be completed by the student specifying their release. I have had the opportunity to receive and review the Wellness Center Notice of Privacy Practices brochure.

Parent/Legal Guardian Initial Here

I understand that insurance may be billed for covered services.

Parent/Legal Guardian Initial Here

I understand this consent may be revoked in writing at any time, except to the extent that action has been taken in reliance on this consent. Any requests for revocation must be in writing and sent to the Wellness Center associated with my child’s care.

I acknowledge that all information requested on the registration Health History Form and this consent is accurate and complete. My son/daughter and I have read this form carefully and I understand that if I have any questions I may call the Wellness Center Coordinator for any explanation(s) before I sign this authorization.

Signature of Parent/Legal Guardian

Date

Print Name of Parent/Legal Guardian

Signature of Student

Date

Print Name of Student

Street Address

City

State

Zip Code

APPENDIX J

Consent form for No STD Services

**SCHOOL-BASED WELLNESS CENTER
PARENT/STUDENT CONSENT FOR TREATMENT**

I, _____, give my consent for _____
(Parent/Legal Guardian of Student) (Name of Student)

to receive health services at the _____ Wellness Center
(Name of High School)

administered by _____ Telephone Number: _____
(Name of Medical Vendor)

Please circle either Yes or No if you want your child to receive the following services

MENU OF SERVICES

CONSENT GIVEN

PHYSICAL HEALTH

(CIRCLE ONE)

- | | | |
|---|-----|----|
| • Assessment, diagnosis and treatment of minor illness and injury with referral for treatment of chronic illness and serious injury
(May include a urinalysis, throat culture, limited blood test or medically indicated pregnancy testing, dispensing non prescription medication and/or providing prescription medication) | YES | NO |
| • Identification and referral for treatment of chronic illnesses and serious injury | YES | NO |
| • Physical examinations, including sports/employment physical | YES | NO |
| • Immunizations in accordance with the Division of Public Health | YES | NO |
| • Coordinating services with student's Primary Health Care Provider /other Providers | YES | NO |
| • Drug, alcohol and other substance abuse counseling and referral | YES | NO |
| • Referral of a student who does not have a primary care provider to a physician | YES | NO |
| • Nutrition counseling | YES | NO |

MENTAL HEALTH

- | | | |
|---|-----|----|
| • Individual counseling | YES | NO |
| • Group counseling | YES | NO |
| • Family counseling | YES | NO |
| • Referrals for long-term counseling or other evaluations | YES | NO |

EDUCATION

- | | | |
|--|-----|----|
| • Individual and group programs focusing on healthy life choices | YES | NO |
|--|-----|----|

The Wellness Center does not provide the following services

- Treatment or testing of complex medical or psychiatric conditions
- Ongoing primary treatment of chronic medical conditions
- Diagnosis and treatment for sexually transmitted diseases
- Reproductive Health Services
- Complex lab tests
- Hospitalization
- X-Rays

PLEASE COMPLETE OTHER SIDE

By my signature below I certify, as the parent or legal guardian of the student named above, I understand that the Wellness Center will not provide x-rays, complex lab tests, services, or ongoing primary treatment of chronic medical or psychiatric conditions. I also understand and agree that my son/daughter has the right to be fully informed as to the facts about any new or existing illness, injury, or available treatment before beginning such treatment.

I understand that the Delaware Division of Public Health (“DPH”), a division of the Department of Health and Social Services, retains administrative authority over, and provides partial funding for, the Wellness Center.

Designated Wellness Center

Team members are obligated by law to disclose specific patient information to DPH, for the purpose of preventing or controlling disease, injury, surveillance, or disability in Delaware as well as in the United States. Such information mandated and required by law includes: sexually transmitted disease; laboratory data; births; deaths; adverse medication reactions; child abuse or neglect; and domestic violence. Other general information will also be sent to DPH for statistical tracking, but this information will be de-identified which means that my son’s/daughter’s name will be removed.

Parent/Legal Guardian Initial Here

I understand that my child may request that some or all health visits remain confidential. In accordance with Delaware law, Federal law and the HIPAA Privacy Rule, for me or anyone (including a parent or guardian) to gain access to medical records regarding such visits, a written authorization must be completed by the student specifying their release. I have had the opportunity to receive and review the Wellness Center Notice of Privacy Practices brochure.

Parent/Legal Guardian Initial Here

I understand that insurance may be billed for covered services.

Parent/Legal Guardian Initial Here

I understand this consent may be revoked in writing at any time, except to the extent that action has been taken in reliance on this consent. Any requests for revocation must be in writing and sent to the Wellness Center associated with my child’s care.

I acknowledge that all information requested on the registration Health History Form and this consent is accurate and complete. My son/daughter and I have read this form carefully and I understand that if I have any questions I may call the Wellness Center Coordinator for any explanation(s) before I sign this authorization.

Signature of Parent/Legal Guardian

Date

Print Name of Parent/Legal Guardian

Signature of Student

Date

Print Name of Student

Street Address

City

State

Zip Code

APPENDIX K

Consent form for STD Services Only

**SCHOOL-BASED WELLNESS CENTER
PARENT/STUDENT CONSENT FOR TREATMENT**

I, _____, give my consent for _____
(Parent/Legal Guardian of Student) (Name of Student)

to receive health services at the _____ Wellness Center
(Name of High School)

administered by _____ Telephone Number: _____
(Name of Medical Vendor)

Please circle either Yes or No if you want your child to receive the following services

MENU OF SERVICES

CONSENT GIVEN

PHYSICAL HEALTH

(CIRCLE ONE)

- | | | |
|---|-----|----|
| • Assessment, diagnosis and treatment of minor illness and injury with referral for treatment of chronic illness and serious injury
(May include a urinalysis, throat culture, limited blood test or medically indicated pregnancy testing, dispensing non prescription medication and/or providing prescription medication) | YES | NO |
| • Physical examinations, including sports/employment physical | YES | NO |
| • Immunizations in accordance with the Division of Public Health | YES | NO |
| • Diagnosis and treatment of sexually transmitted diseases | YES | NO |
| • Coordinating services with student's Primary Health Care Provider /other providers | YES | NO |
| • Referral of a student who does not have a primary care provider to a physician | YES | NO |
| • Pregnancy Testing | YES | NO |
| • Drug, alcohol and other substance abuse counseling and referral | YES | NO |
| • Nutrition counseling | YES | NO |

MENTAL HEALTH

- | | | |
|---|-----|----|
| • Individual counseling | YES | NO |
| • Group counseling | YES | NO |
| • Family counseling | YES | NO |
| • Referrals for long-term counseling or other evaluations | YES | NO |

EDUCATION

- | | | |
|--|-----|----|
| • Individual and group programs focusing on healthy life choices | YES | NO |
|--|-----|----|

The Wellness Center does not provide the following services

- Treatment or testing of complex medical or psychiatric conditions
- Ongoing primary treatment of chronic medical conditions
- Reproductive Health
- Complex lab tests
- Hospitalization
- X-Rays

PLEASE COMPLETE OTHER SIDE

By my signature below I certify, as the parent or legal guardian of the student named above, I understand that the Wellness Center will not provide x-rays, complex lab tests, services, or ongoing primary treatment of chronic medical or psychiatric conditions. I also understand and agree that my son/daughter has the right to be fully informed as to the facts about any new or existing illness, injury, or available treatment before beginning such treatment.

I understand that the Delaware Division of Public Health (“DPH”), a division of the Department of Health and Social Services, retains administrative authority over, and provides partial funding for, the Wellness Center. Designated Wellness Center Team members are obligated by law to disclose specific patient information to DPH, for the purpose of preventing or controlling disease, injury, surveillance, or disability in Delaware as well as in the United States. Such information mandated and required by law includes: sexually transmitted disease; laboratory data; births; deaths; adverse medication reactions; child abuse or neglect; and domestic violence. Other general information will also be sent to DPH for statistical tracking, but this information will be de-identified which means that my son’s/daughter’s name will be removed.

Parent/Legal Guardian Initial Here

I understand that my child may request that some or all health visits remain confidential. In accordance with Delaware law, Federal law and the HIPAA Privacy Rule, for me or anyone (including a parent or guardian) to gain access to medical records regarding such visits, a written authorization must be completed by the student specifying their release. I have had the opportunity to receive and review the Wellness Center Notice of Privacy Practices brochure.

Parent/Legal Guardian Initial Here

I understand that insurance may be billed for covered services. _____
Parent/Legal Guardian Initial Here

I understand this consent may be revoked in writing at any time, except to the extent that action has been taken in reliance on this consent. Any requests for revocation must be in writing and sent to the Wellness Center associated with my child’s care.

I acknowledge that all information requested on the registration Health History Form and this consent is accurate and complete. My son/daughter and I have read this form carefully and I understand that if I have any questions I may call the Wellness Center Coordinator for any explanation(s) before I sign this authorization.

Signature of Parent/Legal Guardian

Date

Print Name of Parent/Legal Guardian

Signature of Student

Date

Print Name of Student

Street Address

City State Zip Code

APPENDIX L

Consent form for STD and HIV Services

**SCHOOL-BASED WELLNESS CENTER
PARENT/STUDENT CONSENT FOR TREATMENT**

I, _____, give my consent for _____
(Parent/Legal Guardian of Student) (Name of Student)

to receive the health services at the _____ Wellness Center
(Name of High School)

administered by: _____ Telephone Number: _____
(Name of Medical Vendor)

Please circle either Yes or No if you want your child to receive the following services

MENU OF SERVICES

CONSENT GIVEN

PHYSICAL HEALTH

(CIRCLE ONE)

- | | | |
|---|-----|----|
| • Assessment, diagnosis and treatment of minor illness and injury with referral for treatment of chronic illness and serious injury
(May include a urinalysis, throat culture, limited blood test or medically indicated pregnancy testing, dispensing non prescription medication and/or providing prescription medication) | YES | NO |
| • Physical examinations, including sports/employment physical | YES | NO |
| • Immunizations in accordance with the Division of Public Health | YES | NO |
| • Coordinating services with student's Primary Health Care Provider /other Provider | YES | NO |
| • Diagnosis and treatment of sexually transmitted diseases | YES | NO |
| • Referral of a student who does not have a primary care provider to a physician | YES | NO |
| • Drug, alcohol and other substance abuse counseling and referral | YES | NO |
| • HIV testing and counseling | YES | NO |
| • Nutrition counseling | YES | NO |

MENTAL HEALTH

- | | | |
|---|-----|----|
| • Individual counseling | YES | NO |
| • Group counseling | YES | NO |
| • Family counseling | YES | NO |
| • Referrals for long-term counseling or other evaluations | YES | NO |

EDUCATION

- | | | |
|--|-----|----|
| • Individual and group programs focusing on healthy life choices | YES | NO |
|--|-----|----|

The Wellness Center does not provide the following services

- Treatment or testing of complex medical or psychiatric conditions
- Ongoing primary treatment of chronic medical conditions
- Reproductive Health
- Complex lab tests
- Hospitalization
- X-Rays

PLEASE COMPLETE OTHER SIDE

By my signature below I certify, as the parent or legal guardian of the student named above, I understand that the Wellness Center will not provide x-rays, complex lab tests, services, or ongoing primary treatment of chronic medical or psychiatric conditions. I also understand and agree that my son/daughter has the right to be fully informed as to the facts about any new or existing illness, injury, or available treatment before beginning such treatment.

I understand that the Delaware Division of Public Health (“DPH”), a division of the Department of Health and Social Services, retains administrative authority over, and provides partial funding for, the Wellness Center. Designated Wellness Center Team members are obligated by law to disclose specific patient information to DPH, for the purpose of preventing or controlling disease, injury, surveillance, or disability in Delaware as well as in the United States. Such information mandated and required by law includes: sexually transmitted disease; laboratory data; births; deaths; adverse medication reactions; child abuse or neglect; and domestic violence. Other general information will also be sent to DPH for statistical tracking, but this information will be de-identified which means that my son’s/daughter’s name will be removed.

Parent/Legal Guardian Initial Here

I understand that my child may request that some or all health visits remain confidential. In accordance with Delaware law, Federal law and the HIPAA Privacy Rule, for me or anyone (including a parent or guardian) to gain access to medical records regarding such visits, a written authorization must be completed by the student specifying their release. I have had the opportunity to receive and review the Wellness Center Notice of Privacy Practices brochure.

Parent/Legal Guardian Initial Here

I understand that insurance may be billed for covered services.

Parent/Legal Guardian Initial Here

I understand this consent may be revoked in writing at any time, except to the extent that action has been taken in reliance on this consent. Any requests for revocation must be in writing and sent to the Wellness Center associated with my child’s care.

I acknowledge that all information requested on the registration Health History Form and this consent is accurate and complete. My son/daughter and I have read this form carefully and I understand that if I have any questions I may call the Wellness Center Coordinator for any explanation(s) before I sign this authorization.

Signature of Parent/Legal Guardian

Date

Print Name of Parent/Legal Guardian

Signature of Student

Date

Print Name of Student

Street Address

City

State

Zip Code